

NO TRANSFER  
TAX PAIDWARRANTY DEED  
037844*Know all Persons by these Presents,*

That I, **Joan C. Duguay** of Waterville, County of Kennebec and State of Maine  
in consideration of One Dollar and other valuable consideration paid by **Paul R. Duguay** of  
Waterville whose mailing address is 9 Oak Knoll Drive, Waterville, Maine 04901-5336  
the receipt whereof I do hereby acknowledge, do hereby *give, grant, bargain, sell and*  
*convey* unto the said **Paul R. Duguay**, his heirs and assigns forever, a certain lot or parcel of  
land with buildings thereon in said Waterville, bounded and described as follows, to wit: -

Situate in said Waterville and being more particularly described as Lot Number Nine (9) as  
shown on a plan of house lots under the name of Oak Knoll Terrace made by C.H. Crane, C.E.,  
under date of June 29, 1946, which plan is duly recorded in the Kennebec Registry of Deeds in  
Plan Book 15, page 33 and 34.

The above described premises are subject, however, to the following restrictions, a to k,  
inclusive, imposed for the benefit of Oak Knoll Terrace and on lots sold thereon, which  
restrictions the parties intend shall run with the land and bind the grantees and all persons claiming  
by, through or under them:

- a. No part of Oak Knoll Terrace shall be used or occupied for any commercial purpose.
- b. No lot shall be divided for resale.
- c. Only homes designed for the occupancy of one family and costing exclusive of other incidental buildings upon the same lot, landscaping and other land improvements, not less than \$7,500.00 shall be built thereon.
- d. The main entrance of the dwelling shall face Oak Knoll Drive.
- e. The buildings lines on Oak Knoll Drive and cross streets shall be parallel to and thirty (30) feet from said Drive and cross street lines and only piazzas, porches, bay windows and steps of the dwelling may extend over said Oak Knoll Drive and cross streets building lines.
- f. The building line for all other boundaries shall be parallel to and fifteen (15) feet from said boundary and no building or portion thereof may extend over said line.
- g. No signs other than relate to the sale or lease of the land on Oak Knoll Terrace shall be erected or maintained on said Terrace.
- h. Only ornamental fences not more than six (6) feet in height shall be erected hereon.
- i. No livestock, goats, fowl, ducks, geese, guinea hens, or dog kennels shall be kept on the premises.

*James H. Sullivan (3)*

- j. If the owner of one or more adjoining lots elects to improve and use said lots as one (1) lot, these restrictions shall thereupon apply to said tract of land as one lot and said tract as one lot shall come thereafter within the provisions of restriction (b) above.
- k. In the event of alleged violations of any of the restrictions here imposed, the grantors and any persons holding by, through or under them and/or the owners of any lot in said Oak Knoll Terrace may seek remedy at law or in equity, however the grantors herein do not assume responsibility for the enforcement of these restrictions.

Being the same premises conveyed to Albert Zimba and Beulah Zimba by Warranty Deed of Thomas Peters and Rose Peters dated January 23, 1956, recorded in Kennebec Registry of Deeds, Book 1030 Page 14. Said Beulah Zimba quit-claimed all of her interest in the said premises to Albert Zimba by her deed dated October 31, 1958 said deed being recorded in said Kennebec Registry of Deeds in Book 1134, page 93.

Being the same premises conveyed to Reginald J. Duguay and Joan C. Duguay by Warranty Deed of Albert Zimba dated April 22, 1968, recorded in the Kennebec Registry of Deeds, Book 1465, Page 380. Said Reginald J. Duguay quit-claimed all of his interest in the said premises to Joan C. Duguay by his Quit-Claim Deed, dated January 13, 1977, said deed being recorded in the Kennebec Registry of Deeds, Book 1971, Page 78 in accordance with the divorce decree, an abstract of which is recorded in the said Registry, Book 1975, Page 304.

*To have and to hold* the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said **Paul R. Duguay** his heirs and assigns, to him and his use and behoof forever.

*And I do covenant* with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all encumbrances, that I have good right to sell and convey the same to the said Grantee To hold as aforesaid; and that I and my heirs shall and will *warrant and defend* the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

47-238

In Witness Whereof, I, the said **Joan C. Duguay** have hereunto

set my hand and seal this 5th day of the month of May, A.D., 1999.

Signed, Sealed and Delivered  
in presence of

*E James Hamill*

*Joan C Duguay*  
Joan C Duguay

State of Maine, County of Cumberland ss.

May 5, 1999.

Then personally appeared the above named **Joan C. Duguay** and acknowledged the foregoing instrument to be her free act and deed.

Before me,

*Valerie L Gamache*

Notary Public

Valerie L. Gamache, Notary Public  
State of Maine  
My Commission Expires 2/6/2001

Printed Name



RECEIVED DEEDS AS.

1999 DEC 30 AM 9:00

ATTEST: *Thomas Reed Mann*  
REGISTER OF DEEDS